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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNIVERSAL DYEING & PRINTING,
INC., a California corporation,

Plaintiff,

v.

HOWARD'S, INC., a Minnesota
corporation; and DOES 1-10,

Defendants.

Case No.

**PLAINTIFF'S COMPLAINT FOR
COPYRIGHT INFRINGEMENT**

Jury Trial Demanded

Universal Dyeing & Printing, Inc. ("Universal") hereby prays to this Court
for relief based on the following allegations:

JURISDICTION AND VENUE

1. This action arises under the Copyright Act of 1976, 17 U.S.C. § 101,
et seq.

2. This Court has federal question jurisdiction under 28 U.S.C. §§ 1331,
1338(a)-(b).

3. Venue in this judicial district is proper under 28 U.S.C. §§ 1391(c)
and 1400(a) because this is the judicial district in which a substantial part of the
acts and omissions giving rise to the claims occurred.

PARTIES

4. Universal is a California corporation.

5. Upon information and belief, Defendant Howard's, Inc. ("Howard's") is a Minnesota corporation with its principal place of business located at 8140 Mallory Court, Chanhassen, MN 55317, and is doing business in and with California. Howard's offers for sale, sells, and/or distributes products (including the Offending Products, defined below) to residents of California and this judicial district. On information and belief, Howard's attends trade shows in California.

6. Howard's owns, operates, and controls the commercial website wholesale.howardsinc.com and its related/affiliated subdomains, social media pages, mobile websites, and applications (collectively, the "Howard's Website"). The Howard's Website is accessible to and targeted at residents of California and this judicial district. The Internet Protocol ("IP") addresses for the Howard's Website are 172.67.158.1 and 104.21.66.87, both of which are located in California and hosted by a California-based company with which, on information and belief, Howard's contracts for those services.

7. The Registered Identification Number ("RN") assigned to Howard's by the Federal Trade Commission identifying products sold and/or distributed by Howard's is 149978.

8. Upon information and belief, Defendants Does 1-10 (collectively, "DOE Defendants") (altogether with Howard's, "Defendants") are other parties not yet identified who have infringed Plaintiff's copyrights, have contributed to the infringement of Plaintiff's copyrights, or have engaged in one or more of the wrongful practices alleged herein. The true names, whether corporate, individual, or otherwise, of DOE Defendants are presently unknown to Plaintiff, which therefore sues said DOE Defendants by such fictitious names, and will seek leave to amend this Complaint to show their true names and capacities when same have been ascertained.

1 9. Upon information and belief, each of the Defendants was the agent,
2 affiliate, officer, director, manager, principal, alter-ego, and/or employee of the
3 remaining Defendants, and was at all times acting within the scope of such agency,
4 affiliation, alter-ego relationship, and/or employment; and actively participated in,
5 subsequently ratified, and/or adopted each of the acts or conduct alleged, with full
6 knowledge of each violation of Plaintiff's rights and the damages to Plaintiff
7 proximately caused thereby.

8 **HOWARD'S INFRINGEMENT OF**
9 **UNIVERSAL'S COPYRIGHTS IN THE SUBJECT DESIGN**

10 10. Universal owns an original two-dimensional artwork used for
11 purposes of textile printing entitled UA16033 and registered with the U.S.
12 Copyright Office (the "Subject Design").

13 11. Universal widely disseminated the Subject Design to numerous parties
14 in the fashion and apparel industries.

15 12. Following Universal's distribution and publication of the Subject
16 Design, Defendants, and each of them, created, manufactured, distributed, offered
17 for sale, sold, and otherwise exploited fabric and/or garments featuring a design
18 that is strikingly and/or substantially similar to the Subject Design without a
19 license, authorization, or consent from Universal (collectively, the "Offending
20 Products"), including on and through the Howard's Website. Representative
21 examples of the Subject Design, along with non-exhaustive examples of the
22 Offending Products, are below:
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24
25
26
27
28

Subject Designs	Offending Products
<div data-bbox="245 207 760 716" data-label="Image"> </div> <div data-bbox="422 716 574 756" data-label="Text"> <p>UA16033</p> </div>	<div data-bbox="829 207 1414 716" data-label="Image"> </div> <div data-bbox="829 756 1409 1087" data-label="Image"> </div> <div data-bbox="829 1129 1409 1388" data-label="Image"> </div>

13. In August 2022, Universal sent correspondence to Howard's requesting that it cease-and-desist from its use of the Offending Products and provide Universal with information regarding those uses so the parties could explore an amicable, pre-litigation resolution. Howard's did not respond.

14. Howard's continued to offer the Offending Products for sale in January and August 2023.

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FRINGE SWIMSUIT COVER UP - view all | Howard's



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TOP SELLER



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FIRST CLAIM FOR RELIEF

(For Copyright Infringement – Against All Defendants, and Each)

15. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

16. Upon information and belief, Defendants, and each of them, had access to the Subject Design, including through (a) Plaintiff's showroom and/or design library; (b) unlawfully distributed copies of the Subject Design by third-party vendors and/or DOE Defendants (e.g., international and/or overseas converters and printing mills); (c) Plaintiff's strike-offs and samples; and/or (d) garments in the marketplace manufactured with lawfully printed fabric bearing the Subject Design.

- c. That Plaintiff be awarded its attorneys' fees under 17 U.S.C. § 505;
- d. That Plaintiff be awarded pre-judgment interest as allowed by law;
- e. That Plaintiff be awarded the costs of this action; and
- f. That Plaintiff be awarded such further legal and equitable relief as the Court deems proper.

Plaintiff demands a jury trial on all issues so triable pursuant to Fed. R. Civ. P. 38 and the 7th Amendment to the United States Constitution.

Dated: August 18, 2023

DONIGER/BURROUGHS

By: /s/ Stephen M. Doniger
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Benjamin F. Tookey, Esq.
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